

**AMENDMENT 2 TO AGREEMENT BETWEEN CITY/COUNTY
ASSOCIATION OF GOVERNMENTS AND
THE PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE FOR
PERFORMANCE OF REGIONAL RIDESHARING AND BICYCLING
PROGRAM ACTIVITIES**

WHEREAS, the City/County Association of Governments (hereinafter referred to as C/CAG), and the Peninsula Traffic Congestion Relief Alliance (hereinafter referred to as the Alliance) are parties to an Agreement dated November 8, 2007, regarding the Regional Ridesharing and Bicycling Program (the "Original Agreement"); and

WHEREAS, the Scope of Work for the Regional Ridesharing and Bicycling Program has been amended to add additional activities and to extend the program through Fiscal Year 2015/2016; and

WHEREAS, the parties now desire to enter into this Amendment 2.

IT IS HEREBY AGREED by C/CAG and the Alliance that:

1. This Amendment 2 shall be to provide additional funding and an extension of time in order for the Alliance to continue the performance of the Regional Ridesharing and Bicycling Program activities and the Original Agreement is hereby further amended as set forth herein.

2. The added funding provided to the Alliance by C/CAG under this Amendment 2 will be two hundred eighty thousand dollars (\$280,000), thereby making the new total contract maximum amount six hundred thirty thousand dollars (\$630,000). This Amendment 2 shall be in effect as of July 1, 2012. The maximum amount available pursuant to this Amendment 2 for each of the four fiscal years will be seventy thousand dollars (\$70,000) per fiscal year. The maximum amount available pursuant to this Amendment 2 through Fiscal Year 2015/2016 will be six hundred thirty thousand dollars (\$630,000). The additional funds will be paid based upon the receipt of invoices for the actual costs.

3. The Alliance shall be required to perform the Regional Ridesharing and Bicycling Program Activities as set forth in Attachment A.

4. The Contract Term, as specified in section 5 of the Original Agreement, shall terminate on June 30, 2016.

5. All other provisions of the Original Agreement shall remain in full force and effect.

For C/CAG:

For the Alliance:

Bob Grassilli, Chair

Richard Garbarino, Chair

Date:_____

Date:_____

Approved as to form:

C/CAG Legal Counsel

The Alliance Legal Counsel

ATTACHMENT A

Scope Of Work

Revised July 1, 2012

FY 2012/13 – FY 2015/16

Alliance shall act on behalf of and support the mission and goals of, the 511 Regional Ridesharing and Bicycling Program (RRBP) to perform the following tasks for San Mateo County:

Employer Outreach

1. Comply with the definitions provided in Attachment A-2, Definitions.
2. Identify employers that do not have Transportation Demand Management (TDM) programs or are not aware of the services provided by Alliance and/or the 511 Ridesharing & Bicycling Program. Introduce these employers to TDM.
3. Encourage and assist employers that do not have TDM programs to implement programs at their worksite(s).
4. Promote the 511 RideMatch service to employers. When promoting the 511 RideMatch service at tabling events, utilize the co-branded MatchList Request form, provided by MTC, to ensure the minimum required data is collected. Input completed MatchList Request forms into the RMS via Alliance's RMS Clean Interface.
5. Work with employers that may already have TDM programs and assist them to improve the quality and substance of the products and services they offer.
6. Work with employers to promote and provide the clean interface to the 511 RideMatch service on employer websites in order to maintain one regional ridematching database in the Bay Area and increase the number of people requesting matchlists from the regional database. Encourage and assist employers to utilize other 511 tools, services, incentives, and customized tools and services (e.g., 511 Transit Trip Planner Clean Interface).
7. Coordinate with other local TDM program providers and the RRBP contractor to ensure the same employers are not solicited multiple times and to facilitate contact with multi-site employers.
8. Work with the RRBP contractor and the RRBP TAC to implement employer outreach measurement strategies and consistently measure the outcomes of employer outreach efforts.
9. Coordinate with the RRBP contractor and the RRBP TAC to consistently assess the state of employer programs within the County and measure progress toward additional penetration into the employer market.
10. Maintain an employer outreach database that includes (as available) the name of the employer, its address, the number of employees employed by the employer at that location, the employer worksite contact, incentives offered (if possible), and whether the employer is an "active" employer or a "maintenance" employer. Definitions of "active" and "maintenance" are provided in Attachment A-2, Definitions. Employers with multiple worksites (i.e., separate physical locations) in the County should each have a separate entry in the database. The database shall also include information about how and when Alliance

has contacted and worked with the employer (e.g., phone calls, on-site consultations, employer events, TDM plans, mailings).

11. Identify employers that are willing to receive news and offerings provided by the RRBP, 511, and other MTC policy initiatives or operational projects. Distribute news and offerings as requested by MTC's Ridesharing & Bicycling Program Manager to willing employers on behalf of MTC (e.g., forward e-newsletters, emails and/or letters, post information to program and/or social networking sites). These materials could include regional program information (e.g., 511, FasTrak®, Clipper®, FSP), regional promotions (e.g., Bike to Work Day), regional TDM marketing campaigns (e.g., Rideshare Rewards), etc. Upon request, make the employer outreach database available to MTC.
12. Coordinate with the RRBP contractor to develop any regional campaign, event, promotions, etc. that has an employer outreach element to ensure that the campaign will be implemented in San Mateo County. Implement such activities and tailor activity materials provided by the RRBP contractor as necessary.
13. Coordinate with the RRBP contractor to ensure that all vanpools in the county are entered into the ridematching database. Invite 511 vanpool consultants to outreach events and/or provide vanpool leads generated from employer outreach activity to the RRBP contractor. Provide vanpool leads generated from employer outreach activity to the RRBP Contractor.
14. Implement the clean interface of the 511 RideMatch service on any website provided by the Peninsula Traffic Congestion Relief Alliance to promote employer TDM so that website visitors will have direct access to the regional ridematch tool.

Program Marketing Related to Employer Outreach

1. Comply with Attachment A-1, "RRBP Marketing & Customer Communications Requirements".

Program Planning

1. Ensure that work scope and funding arrangements between C/CAG and Alliance are established.
2. Participate in RRBP Technical Advisory Committee (TAC) meetings and any relevant TAC Working Group meetings. These meetings shall serve as the forum for coordination with CMAs accepting delegation, the 511 Ridesharing & Bicycling Program contractor, and MTC's Rideshare & Bicycling Program Project Manager on:
 - a. Provision of services in this Scope;
 - b. RRBP contractor development of any materials that will be used for employer outreach;
 - c. RRBP contractor development of any regional events or campaigns involving work with employers;
 - d. Ensuring there is no duplication of service between the RRBP Program contractor and local program activities;
 - e. Performance reporting on services in this Scope; and
 - f. Establishment of annual performance measures, targets and measurement definitions.
3. Implement efforts to jointly and consistently report program outcomes and ensure that results are not counted by multiple agencies.

4. Meet performance outcomes necessary to facilitate a successful TFCA regional fund application for the 511 RRBP, if filed (i.e., meet and, as necessary, exceed TFCA cost-per-ton effectiveness goals to allow continued TFCA funding for the RRBP Contractor).
5. Strive to achieve the annual performance targets established by MTC and the TAC under Task 2.f, provided by MTC prior to July 1st of each fiscal year. Report progress toward meeting the targets on a quarterly basis by the 10th of the month following the end of the quarter.
6. Meet annually with MTC's Executive Office to communicate annual program updates.